रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003–05 REGD. No. D. L. (N) 04/0007/2003—05

# भारत का राजपत्र
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सं. 43] नई दिल्ली, अक्तूबर 28—नवम्बर 3, 2018, शनिवार/कार्तिक 6—कार्तिक 12, 1940
No. 43] NEW DELHI, OCTOBER 28—NOVEMBER 3, 2018, SATURDAY/KARTIKA 6— KARTIKA 12, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों ( रक्षा मंत्रालय को छोड़कर ) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

## विदेश मंत्रालय

**(सी.पी.वी. प्रभाग)**

नई दिल्ली, 23 अक्तूबर, 2018

**का.आ. 1583.**—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के दूतावास, बाकू में श्री राम किशोर, सहायक अनुभाग अधिकारी को दिनांक 23 अक्तूबर 2018 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/9/2018]

प्रकाश चन्द, निदेशक, (कोंसुलर)

**MINISTRY OF EXTERNAL AFFAIRS**

(CPV DIVISION)

New Delhi, the 23rd October, 2018

**S.O. 1583.—** Statutory Order: In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Ram Kishor, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Baku to perform Consular services with effect from 23 October, 2018.

[No. T. 4330/09/2018]

PRAKASH CHAND, Director (Consular)

नई दिल्ली, 23 अक्तूबर, 2018

**का.आ. 1584.—**राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के दूतावास, पेटिचंड में श्री बालाकृष्णन मुल्लापिल्ली, सहायक अनुभाग अधिकारी को दिनांक 23 अक्तूबर 2018 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2016]

प्रकाश चन्द, निदेशक (कोंसुलर)

New Delhi, the 23rd October, 2018

**S.O. 1584.—** Statutory Order: In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Balakrishnan Mullapilly, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Beijing to perform Consular services with effect from 23 October, 2018.

[No. T. 4330/01/2016]

PRAKASH CHAND, Director (Consular)

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## कोयला मंत्रालय

नई दिल्ली, 29 अक्तूबर, 2018

**का.आ. 1585.**—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे दी गई अनुसूची के स्तम्भ (2) में विनिर्दिष्ट अधिकारियों को, उक्त अधिनियम के प्रयोजनों के लिए और उक्त अनुसूची के स्तम्भ (3), यथा विनिर्दिष्ट मेसर्स महाराष्ट्र राज्य विद्युत निर्मिती कंपनी लिमिटेड (महाजनको) (महाराष्ट्र सरकार का उपक्रम), रजिस्ट्रीकृत प्रधान कार्यालय मुकाम प्रकाशगड, दूसरी मंजिल, प्लाट संख्या जी-9, प्रो. ए.के.मार्ग, बांद्रा(पूर्व), मुम्बई-400 051 की अधिकारिता के भीतर आने वाले स्तम्भ (5) में विनिर्दिष्ट क्षेत्रों के संबंध में उक्त सक्षम प्राधिकारियों के सामने स्तम्भ (4), में की तत्स्थानी प्रविष्टि में यथाविनिर्दिष्ट ऐसी धाराओं के लिए सक्षम प्राधिकारी नियुक्त करती है :-

## अनुसूची

| क्रम संख्या | सक्षम प्राधिकारी के रूप मे नियुक्त व्यक्ति का पदनाम | शासकीय पता | अधिनियम की धारा | अधिकारिता का क्षेत्र |
|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) |
| 1. | 1.मुख्य इंजीनियर (कोयला)<br><br>2. कंपनी सचिव | महाराष्ट्र राज्य विद्युत निर्मिती कंपनी लिमिटेड (महाजनको), रजिस्ट्रीकृत प्रधान कार्यालय मुकाम प्रकाशगड, दूसरी मंजिल, प्लाट संख्या जी-9, प्रो. ए.के.मार्ग, बांद्रा(पूर्व), मुम्बई-400 051. | धारा 4 की उप-धारा (3) | (क) पूर्वेक्षण कोयला के लिए भूमि में प्रवेश और सर्वेक्षण करना ;<br>(ख) उप - मृदा में खोदना या वेधन करना;<br>(ग) भूमि में कोयला के पूर्वेक्षण के लिए सभी आवश्यक कार्य किए जाना;<br>(घ) भूमि की सीमाओं को चिन्हांकित करना जिनमें पूर्वेक्षण के लिए प्रस्तावित किया जाना है;<br>(ङ) ऐसी सीमाओं और पंक्ति को चिन्हांकित करने के लिए चिन्हों को लगाना;<br>(च) जहां सर्वेक्षण पूरा नहीं किया जा सकता है और सीमाएं तथा पंक्ति चिन्हांकित किए गए है, वहाँ कम किसी खड़ी फसल, बाड़ या जंगल के किसी भाग को कम और साफ करना। |
| 2. | 1.मुख्य इंजीनियर (कोयला)<br><br>2. कंपनी सचिव | महाराष्ट्र राज्य विद्युत निर्मिती कंपनी लिमिटेड (महाजनको), रजिस्ट्रीकृत प्रधान कार्यालय मुकाम प्रकाशगड, दूसरी मंजिल, प्लाट संख्या जी-9, प्रो. ए.के.मार्ग, बांद्रा (पूर्व), मुम्बई-400 051. | धारा 6 | कारित होने वाली संभाव्य क्षति की रकम पर प्रतिकर का संदाय और केन्द्रीय सरकार को विवाद निर्दिष्ट करना। |
| 3. | कोयला नियंत्रक | कोयला नियंत्रक का कार्यालय, 1, काउंसिल हाउस स्ट्रीट, कोलकाता – 700001 | धारा 8 की उप-धारा (2) | अर्जन के विरुद्ध आक्षेपों की सुनवाई और केंद्रीय सरकार को रिपोर्ट प्रस्तुत किया जाना। |
| 4. | 1.मुख्य इंजीनियर (कोयला)<br><br>2. कंपनी सचिव | महाराष्ट्र राज्य विद्युत निर्मिती कंपनी लिमिटेड (महाजनको), रजिस्ट्रीकृत प्रधान कार्यालय मुकाम प्रकाशगड, दूसरी मंजिल, प्लाट संख्या जी-9, प्रो. ए.के.मार्ग, बांद्रा (पूर्व), मुम्बई-400 051. | धारा 12<br><br>धारा 13 की उप-धारा (6)<br><br>धारा 14 की उप-धारा (1)<br><br>धारा 14 की उप-धारा (4) | व्यक्तियों को भूमि का कब्जा अभ्यर्पित करने और उसका कब्जा लेने के लिए नोटिस।<br>नुकसानी के लिए प्रतिकर का संदाय जिसका अधिनियम में कहीं भी उपबंध नहीं किया गया है।<br>करार द्वारा नियत किया गया प्रतिकर का संदाय।<br>प्रतिकर उचित रकम के संबंध में अधिकरण के समक्ष कथन। |

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|---|---|---|---|---|
| | | | धारा 16 | अधिकरण के अधिनिर्णय पर प्रतिकर के ब्याज का संदाय। |
| | | | धारा 17 | प्रतिकर का संदाय । |
| | | | धारा 19 | केन्द्रीय सरकार द्वारा प्रत्यायोजित शक्तियों और कर्तव्यों का पालन करना। |
| | | | धारा 20 की उप-धारा (3) | केन्द्रीय सरकार द्वारा अपील की सुनवाई करके रिपोर्ट देना और अपने आदेश का निष्कर्ष देना । |
| | | | धारा 21 | जानकारी अभिप्राप्त करने की शक्ति । |
| 5. | 1.मुख्य इंजीनियर (कोयला)<br>2. कंपनी सचिव | महाराष्ट्र राज्य विद्युत निर्मिती कंपनी लिमिटेड (महाजनको), रजिस्ट्रीकृत प्रधान कार्यालय मुकाम प्रकाशगड, दूसरी मंजिल, प्लाट संख्या जी-9, प्रो. ए.के.मार्ग, बांद्रा (पूर्व),मुम्बई-400 051. | धारा 22 | किसी भी संपति में प्रवेश करने और निरीक्षण करने की शक्ति। |

[फा. सं. 43015/14/2018-एलए एण्ड आईआर]

राम शिरोमणि सरोज, अवर सचिव

**MINISTRY OF COAL**

New Delhi, the 29th October, 2018

**S.O. 1585.—**In exercise of the powers conferred by section 3 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby appoints the officers specified in column (2) of the Schedule below to be competent authorities for the purposes of the said Act and for the provisions of the sections as are specified against the said competent authorities in the corresponding entry in column (4) thereof, in respect of the areas specified in column (5) falling within the jurisdiction of M/s. Maharashtra State Power Generation Company Limited (MAHAGENCO) (Government of Maharashtra Undertaking), Regd. Head Office at Prakashgad, 2nd Floor, Plot number G-9, Prof. A.K. Marg, Bandra (East), Mumbai-400 051 as specified in column (3) of the said Schedule.

**SCHEDULE**

| Serial Number | Designation of person appointed as competent authority | Official address | Section of the Act | Area of Jurisdiction |
|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) |
| 1. | 1. Chief Engineer (Coal).<br>2. Company Secretary. | Maharashtra State Power Generation Company Limited (MAHAGENCO), Regd. Head Office at Prakashgad, 2nd Floor, Plot number G-9, Prof. A.K. Marg, Bandra (East), Mumbai-400 051. | Sub-section (3) of section 4. | (a) To enter upon and survey the land for prospecting coal;<br>(b) To dig or bore into the sub- soil;<br>(c) To do all acts necessary to prospect for coal in the land;<br>(d) To set out boundaries of the land in which prospecting is proposed |

| | | | | |
|---|---|---|---|---|
| | | | | to be done;<br>(e) To mark such boundaries and line by placing marks;<br>(f) Where survey cannot be completed and the boundaries and the line marked, to cut down and clear away any part of standing crop, fence or jungle. |
| 2. | 1. Chief Engineer (Coal).<br>2. Company Secretary. | Maharashtra State Power Generation Company Limited (MAHAGENCO), Regd. Head Office at Prakashgad, 2nd Floor, Plot number G-9, Prof. A.K. Marg, Bandra (East), Mumbai-400 051. | Section 6. | Payment of compensation on amount of damage likely to be caused and referring dispute to the Central Government. |
| 3. | Coal Controller | Office of the Coal Controller, 1, Council House Street, Kolkata-700001. | Sub-section (2) of section 8. | Hearing of objections against acquisition and submitting of report to the Central Government. |
| 4. | 1. Chief Engineer (Coal).<br>2. Company Secretary. | Maharashtra State Power Generation Company Limited (MAHAGENCO), Regd. Head Office at Prakashgad, 2nd Floor, Plot number G-9, Prof. A.K. Marg, Bandra (East), Mumbai-400 051. | Section 12<br><br>Sub-section (6) of section 13.<br><br>Sub-section (1) of section 14.<br><br>Sub-section (4) of section 14.<br><br>Section 16<br><br>Section 17<br><br>Section 19<br><br>Sub-section (3) of section 20. | Notice to persons to surrender possession of land and take possession thereof.<br><br>Payment of compensation for damages not provided elsewhere in the Act.<br><br>Payment of compensation fixed by agreement.<br><br>Statement before the Tribunal regarding fair amount of compensation.<br><br>Payment of interest on compensation awarded by the Tribunal.<br><br>Payment of compensation.<br><br>To exercise the powers and duties delegated by the Central Government.<br><br>Giving of report during hearing of appeal by the Central Government and the finding of its order. |

| | | | | |
|---|---|---|---|---|
| | | | Section 21 | Power to obtain information. |
| 5. | 1. Chief Engineer (Coal).<br>2. Company Secretary. | Maharashtra State Power Generation Company Limited (MAHAGENCO), Regd. Head Office at Prakashgad, 2nd Floor, Plot number G-9, Prof. A.K. Marg, Bandra (East), Mumbai-400 051. | Section 22. | Power to enter and inspect any property. |

[F. No. 43015/14/2018-LA&IR]

RAM SHIROMANI SAROJ, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 अक्तूबर, 2018

**का.आ. 1586.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को जिनके 80 या अधिक प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. ओएनजीसी, बेसिन एवं सेटेलाइट परिसंपत्ति,
एनबीपी ग्रीन हाऊस,
बीकेसी, बांद्रा (पूर्व) ,
मुंबई- 400051

[फा. सं. 11011/1/2017(हिन्दी)]

ऊषा बिन्जोला, संयुक्त निदेशक (राजभाषा)

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 26th October, 2018

**S.O. 1586.—**In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector Undertaking under the administrative control of the Ministry of Petroleum and Natural Gas, in which 80 or more per cent of the staff have acquired working knowledge of Hindi:—

1. ONGC, Bassein & Satelite Asset,
NBP Green Heights,
BKC, Bandra, (East),
Mumbai-400051

[F. No. 11011/1/2017(Hindi)]

USHA BINJOLA, Jt. Director (OL)

## श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 अक्तूबर, 2018

**का.आ.1587**.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 42/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2018 को प्राप्त हुआ था।

[सं. एल—11012/14/2015—आईआर (सीएम—I)]

एम. के. सिंह, अनुभाग अधिकारी

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th October, 2018

**S.O. 1587.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad (Ref. No. 42/2015) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Air India Ltd., and their workmen, which was received by the Central Government on 09.10.2018.

[No. L-11012/14/2015– IR(CM-I)]

M. K. SINGH, Section Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

**Present:** Sri Muralidhar Pradhan, Presiding Officer

Dated the 29th day of August, 2018

### INDUSTRIAL DISPUTE No. 42/2015

**Between:**

The Regional Secretary,
Air Corporations Employees' Union,
Police Lines, Indian Airlines Ltd.,
Begumpet, Hyderabad – 500 016. … Petitioner

**AND**

The Director (I.R.)
Air India Ltd., Airlines House,
113, Gurudwara Rakabganj Road,
New Delhi – 110 001. … Respondent

**Appearances:**

For the Petitioner : None

For the Respondent : M/s. V. Uma Devi & N. Srinivas, Advocates

### AWARD

The Government of India, Ministry of Labour by its order No. L- 11012/14/2015-IR(CM-I) dated 19.5.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Air India Ltd., Airlines House, and their workman. The reference is,

### SCHEDULE

"Whether the action of the Management of M/s. Air India Ltd., to put restriction on encashment of the privilege leave of their employees without any reason and without serving the required notices regarding change of service conditions as per Section 9-A of the I.D. Act, 1947 is fair and justified? To what relief the concerned workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No. 42/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. Inspite of repeated calls, the Petitioner did not turn up. Several notices have been served to the Petitioner to the address given in the reference order. But, inspite of service of notice, it is returned unserved. This is a case of the year 2015. The Respondent has already appeared. Non-appearance of the Petitioner and non-filing of claim statement in

time, clearly indicates that perhaps the parties have settled their dispute and the Petitioner has no claim to raise. Hence, it is not desirable to linger the case to any further date. Thus, the case of the Petitioner is closed and a 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 29th day of August, 2018.

MURALIDHAR PRADHAN, Presiding Officer

**Appendix of evidence**

| Witnesses examined for the Petitioner | Witnesses examined for the Respondent |
|---|---|
| NIL | NIL |

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 25 अक्तूबर, 2018

**का.आ. 1588**.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 43/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.10.2018 को प्राप्त हुआ था।

[सं. एल–11012/13/2015–आईआर (सीएम–I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 25th October, 2018

**S.O. 1588.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad (Ref. No. 43/2015) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Air India Ltd., and their workmen, which was received by the Central Government on 24.10.2018.

[No. L-11012/13/2015– IR(CM-I)]

M. K. SINGH, Section Officer

## ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD**

**Present :** Sri Muralidhar Pradhan, Presiding Officer

Dated the 29th day of August, 2018

**INDUSTRIAL DISPUTE No. 43/2015**

**Between:**

The Regional Secretary,
Air Corporations Employees' Union,
Police Lines, Indian Airlines Ltd.,
Begumpet, Hyderabad – 500 016. ...Petitioner

**AND**

The Director (I.R.)
Air India Ltd., Airlines House,
113, Gurudwara Rakabganj Road,
New Delhi – 110 001. ...Respondent

**Appearances:**

For the Petitioner : None

For the Respondent : M/s. V. Uma Devi & N. Srinivas, Advocates

**AWARD**

The Government of India, Ministry of Labour by its order No. L- 11012/13/2015-IR(CM-I) dated 19.5.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Air India Ltd., Airlines House, and their workman. The reference is,

**SCHEDULE**

"Whether the action of the Management in not paying the Salary to the employees regularly without any reason from April, 2012 and deducted 25% towards PLI from the salaries of the employees without serving notices regarding change of service conditions laid down under Section 9-A of the I.D. Act, 1947 is fair and justified? To what relief the concerned workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No. 43/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. Inspite of repeated calls, the Petitioner did not turn up. Several notices have been served to the Petitioner to attend the court to prosecute his case. But, inspite of service of notice, it is returned unserved. This case is of the year 2015. Non-appearance of the Petitioner and non-filing of claim statement in time, clearly indicates that perhaps the parties have settled the dispute and the Petitioner has no claim to raise. Hence, it is not desirable to linger the case to any further date. Thus, the case of the Petitioner is closed and a 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 29th day of August, 2018.

MURALIDHAR PRADHAN, Presiding Officer

**Appendix of evidence**

| Witnesses examined for the Petitioner | Witnesses examined for the Respondent |
|---|---|
| NIL | NIL |

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 29 अक्तूबर, 2018

**का.आ. 1589.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 नई दिल्ली के पंचाट (संदर्भ सं. 120/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.10.2018 को प्राप्त हुआ था।

[सं. एल—39025/01/2017—आईआर (बी— II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 29th October, 2018

**S.O. 1589.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.120/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, New Delhi* as shown in the Annexure, in the industrial dispute between the management of Union *Bank of India,* and their workmen, received by the Central Government on *29-10-2018.*

[No. L-39025/01/2017 - IR(B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE**

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI.**

**ID No. 120/2015**

Smt. Anita S/o. Shri Ramesh Chand

R/o. C-1/245. Gali No.28 Nangali Vihar,

Extn. Dass Garden, Baprolla, Delhi -43

Through Sanjay Sharma, Advocate

Chamber No.F-507, 5th Floor,

Karkardooma Courts,

Shahdara, Delhi 110032. …Workman

**Versus**

Union Bank of India,

Through its General Manager,

13, Bansal Plaza, Central Market,

Sector 6, Dwarka, New Delhi 75. ...Management

**AWARD**

This is a claim filed directly by the Workman/claimant Smt. Anita under Section 2(A) of the Industrial Disputes Act (hereinafter referred to as "the Act"), with the averments that workman had been under the employment of Management Bank for the last three years on the post of Sweeper and her last drawn wages were Rs.4500/- per month till the date of termination of her services on 28/12/2014. During her service tenure, she had unblemished service record and never gave any opportunity of complaint to any person. The Management bank was not following various laws, rules and regulations and has not issued even Letter of Appointment to the claimant/workman, nor had given PF and ESI facilities from the date of her appointment. The claimant was not paid overtime wages. The claimant was in regular and continuous demand of legal facilities but the Management bank continued to linger on the same on one pretext or the other. During the course of employment, on several occasions the officials of the Management Bank got her signatures/thumb impressions on blank papers, vouchers etc. with the false assurance for providing her legal facilities and the claimant has every apprehension that the Management Bank may misuse those documents against her. Due to her regular and continuous demand of the same, the Management Bank got annoyed with her and in order to teach her a lesson conspired against her and used to pay less wages to her sometimes Rs.1000 and sometimes Rs.2000/- and withheld the rest of the amount for the period November and December, 2014 and on the advice of the officials of the Management Bank, the claimant proceeded on one week leave orally sanctioned by the Bank. After availing leave for one week, on 28/12/2014 when she reported for duty she was not allowed to join and all of a sudden orally terminated her services on the very same day i.e. on 28/12/2014 after extension of threat of dire consequences in case she will initiate any legal action against the Management Bank. The termination of the services of the workman/claimant is illegal, unjustified and against the principle of natural justice. Demand notice dated 6/1/2015 for reinstatement of the claimant was sent to the Management which was duly served upon the Management Bank but to no avail. The claimant is unemployed since the date of her termination from services and she could not get any alternative employment despite her best efforts. The claimant has prayed that Management be directed to reinstate her with full back wages and with all consequential benefits.

2. The claim petition has been resisted by the Management who filed written statement and took preliminary objections that the claimant was never in the employment of Management Bank. The claimant was only employed on daily wage basis for intermittently nature of work for which she was paid for the services rendered by her. There was no employer and employee relationship between the Management and claimant. Since the claimant was not an employee of the Management, the question of termination of her services on 28/12/2014 would not arise. The averments of the claimant that she had been paid Rs.4500/- per month does not arise for consideration as the claimant was not an employee of the Management and as such, there is no question of payment of any wages. There was no contract of service between the claimant and Management and she was never under the control or supervision of the bank officials. The claimant was never recruited or appointed by the Bank in terms of sponsorship o the Employment Exchange or any other mode of recruitment as provided by the Govt. of India. The name of the claimant never appeared on the muster roll of the Management Bank and she was never paid any salary out of the salary account of the Bank. The services of the claimant were only utilised on temporary/daily wage basis for cleaning of the branch premises on adhoc basis from 2.12.203 to 31.12.203 and 1.8.204 to 30.8.2014. While denying the contents of claim petition on merits, the Management Bank has also denied that any blank signatures/thumb impressions on vouchers/papers were obtained from the claimant. It has been reiterated that the claimant was not an employee of the Management and payment of salary of

Rs.4500/- per month would not arise. The claimant has not worked for 240 days in a calander year and as such there is no violation of Section 25-F of the Act. Since the claimant was not an employee of the Management Bank, question of termination of her services does not arise. Prayer has been made for dismissal of the claim petition .

3) The claimant/workman filed rejoinder wherein she denied all the allegations made by the Management and reiterated her own case as set up in the claim petition.

4) On the pleadings of the parties, following issues were framed on 17/12/2015 :-

1) Whether termination of the claimant is wrong and illegal ?
2) Whether there is no relationship of employer and employee between the Management and the claimant?
3) Whether petition filed by the claimant is not maintainable

5) The Claimant in support of his case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/6.

6) On the other hand, the Management in order to rebut the case of the claimant examined Shri D.K. Dogra, Deputy Branch Manager as MW1 and he tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 to Ex.MW1/3.

**Issue No.2 and 3 :-**

7) Both these issues being inter related are being taken up together for the purpose of discussion and they can be conveniently disposed of.

8) Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, nor the claimant has completed 240 days of service in a calendar year, preceding to her alleged termination. As such, provisions of Section 25-F of the Act are not applicable to the case in hand. It was also contended that onus is also upon the claimant to prove that she was in the employment of the Management Bank and has completed more than 240 days in a calendar year.

9) Per contra, learned counsel appearing on behalf of the Claimant invited the attention of this Tribunal to the written statement filed on behalf of the Management. In this respect, specific attention of this Tribunal was invited to para 1 of the Preliminary Objection of the written statement wherein it has been stated as under :-

> "*The claimant was only employed on daily wage basis for intermittently nature of work for which she was paid for the services rendered by her.*"

Therefore, it was urged that contention of the Management that claimant was not employee of the Bank can not be entertained in the face of clear cut admission of the Management Bank.

10) This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit ExWW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. The claimant has been cross examined and in her cross examination also she has clearly stated that she was engaged in the year 2010. She has also clarified that no letter of appointment was issued to her, nor any interview was taken. She was also not issued any identity card by the Management Bank. She has specifically stated that her signatures used to be taken on a voucher when salary of Rs.4500/- was paid to her by the Bank. She further clarified that her services were orally terminated by the Bank and no written order was given to her. When she approached again, Management refused to allow her to join. She has specifically denied the suggestion that she has not worked for 240 days in a calendar year

11) The Management has examined Shri D.K. Dogra, Deputy Branch Manager of the Bak as MW1. He has clearly stated in his affidavit Ex.MW1/A that claimant was never in the employment of the Management Bank and she was only engaged on daily wage basis for intermittent nature of work. The claimant was paid for the service which was rendered by her and as such, there was no relationship of employer & employee between the Management and the claimant. He also deposed that there is no question of issuance of letter of termination as the claimant was not employee o the Management Bank. He tendered in evidence document Ex.MW1/2 – Recruitment Notification issued by the Bank which clearly provides proforma guidelines for filling up the post of Housekeeper cum Peon in Sub-staff cadre by the Management Bank. This witness also filed on record extract of Attendance Registers Ex.MW1/3 (colly.) for the months of January 2012, February, 2012 December, 2013 and August, 2014. During the course of arguments, it was fairly conceded that aforesaid attendance record pertain to the permanent employees of the Bank and it does not contain the names of the employees who were on daily wage basis or who were engaged for cleaning the bank premises or were engaged to perform intermittent nature of work.

12) There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of her employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to *Batala Coop. Sugar Mills Ltd. Vs. Sowaran*

*Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.*

13) There is hardly any dispute with the preposition of law as propounded in the aforesaid case. However, the factual scenario in the present case is bit different, inasmuch as the Management in its written statement (see para 1 of the Preliminary Objection) has clearly admitted the factum of employment of the claimant on daily wage basis and more so, there is specific puading in statement of the claimant that she was engaged by the Management Bank in the year 2010, though neither any letter of appointment was issued to her, nor any interview was taken. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act or in accordance with Standing Order applicable to the establishment concerned . Since in the case in hand, it stands clearly proved from the pleadings and evidence on record, especially the admission made by the Management Bank in its written statement that the claimant was duly engaged by the Management Bank for doing intermittent nature of work and she was also paid wages for such period of work performed by her. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of *Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532,* wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

> "*The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.*"

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act.

14) As discussed above, in the case in hand engagement of the claimant as part time for doing intermittent nature of work and/or for cleaning the bank premises is duly admitted by the Management in its written statement and that the Management has not filed any document in the form of abstract of attendance of claimant or other such workers so as to show that claimant has not completed 240 days in a calendar year. In such circumstances, statement of the claimant who appeared as WW1 can not be brushed aside, more so for the reason that work of cleaning of the bank premises is of regular and perennial in nature. The Management bank has not adduced any evidence to show as to who was/were the person/s engaged in place of claimant after her termination from the job.

15) Net result of the aforesaid discussion is that there is relationship of Employer-employee between the Management and the claimant herein and that termination of the claimant was wrong and illegal. Both these issues are, therefore, decided accordingly in favour of the claimant and against the Management.

**Issue No. 1 :-**

16) Now the vital question for consideration is as to whether termination of the claimant is illegal and against the provisions of the Act. This Tribunal while rendering findings on Issue No.2 and 3 has held that the claimant was the "Workman" for the purposes of the Act. Admittedly, the Management bank has not issued any notice to the claimant before ordering her termination, nor has paid one month's salary in lieu of such notice as required under Section 25-F of the Act. There is long line of decisions of Hon'b le Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law.

17) The contention of the Management that onus to prove that claimant has worked for 240 days or more in a calendar year was upon the claimant. Though on the face of it, it is quite attractive but on the basis of evidence on record particularly the admission made by the Management in its written statement regarding engagement of claimant for doing cleaning work and/or for performing intermittent nature of work, nullifies the very spirit of the contention and rather shifts the onus upon the Management to prove that claimant has not worked for 240 days in a calendar year. The Management was in possession of relevant documents such as abstract of attendance of daily wage workers, vouchers, salary slips etc. as the Management was paying wages to the claimant in cash but no such document was produced on record. Having failed to produce such like documents, same is really a crippling blow to the case of the Management. Resultantly, it is held that action of the Management in terminating the service of the claimant is totally illegal and wrong.

18) Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. During the course of arguments, the claimant was present before this Tribunal and she has stated that she is not gainfully employed after her termination. There is pleading in the claim petition as well as evidence in this respect. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that she is in a position to make her both ends meet by doing any work. Even if it is assumed that the claimant is doing some intermittent or adhoc work to make her both ends meet, that would not itself amount to gainful employment. But at the same time this Tribunal can not ignore the fact that there is no positive evidence on record to prove that the claimant was continuously serving the Management bank since after her engagement. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

> " Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

19) Having regard to the recent judicial trends and duration of service rendered by the claimant, an amount of Rs.1 lakh (Rupees One Lakh) appears to be just and reasonable, and the same is payable to the claimant herein by the Management. In case this compensation amount is not paid within one month from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of filing the claim petition till realization of the amount. Award is passed accordingly.

Date : 03.10.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 29 अक्तूबर, 2018

**का.आ. 1590**.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 58/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.10.2016 को प्राप्त हुआ था।

[सं. एल—12012/217/2004—आईआर (बी— II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 29th October, 2018

**S.O. 1590.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2006) of the Central Government Industrual Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 29.10.2018.

[No. L-12012/217/2004– IR(B-II)]

RAVI KUMAR, Section Officer

## ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR**

PRAMOD KUMAR CHATURVEDI, Presiding Officer

**I.D.58/2006**

**Reference No.L-12012/217/2004-IR(B-II)** dated: 17.8.2006

Sh. Manoj Kumar Daiya
S/o Shri Viru Ram
R/o Thaladka, Tehsil- Nohar,
Distt: Hanumangarh, Rajasthan.

**V/s**

The Branch Manager
Punjab National Bank
Branch Thaladka, Tehsil: Nohar,
Distt: Hanumangarh, Rajasthan.

**Present:**

For the Applicant : Sh. Vikram Singh Nain, Advocate.

For non-applicant : Sh. Praveen Purohit, Advocate.

**AWARD**

Dated : 26.7.2018

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial Dispute to this tribunal for adjudication:-

> **"Whether the claim of Shri Manoj Kumar Daiya that he was engaged as a part-time safai karamchari during the period from 01.02.2001 to 31.07.2001 by the management of Punjab National Bank and his services were illegally terminated thereafter is correct? If so, what relief is the disputant is entitled to?"**

2. The applicant workman submitted his statement of claim on 20.5.2010 alleging that he was appointed as class IVth employee/Sweeper on 20.12.2000 since then he has been regularly & continuously performing his duties with utmost satisfaction but his services were terminated on 31.7.2001 without assigning any reason or serving notice. Therefore, he raised a dispute before the Labour Commissioner for conciliation without any success. Therefore he filed a writ petition no. 3317/2006 in the Rajasthan High Court wherein the High Court directed the Central Government to refer the dispute for adjudication. Same was referred to the CGIT Cum Labour Court, Jaipur on 17.8.2006. He has further alleged that his appointment was made as a part time sweeper but he was performing the duties of full time employee from 9 A.M. to 5 P.M. He also used to work at the Manager's home after working hours. There was no complain against him. Bank did not maintain the record regarding his service. On terminating his service on 31.7.2001 another person named Sh. Radhkishan was appointed in his place. He has also alleged that he did work till 31.7.2001 but record was not maintained by the bank. His services were terminated by way of verbal order arbitrarily and without serving notice and paying the retrenchment compensation violating the provisions of sections 25-F of the Industrial Disputes Act, 1947. He has further alleged that junior employees were permitted to continue violating the section 25-G of the Industrial Disputes Act. He has further alleged that as per the Bi-partite Settlement a employee, who has served for more than 180 days is entitled to regularisation while he worked for 223 days and post was vacant but instead of regularising his service were orally terminated which amounts to be unfair labour practice. He has further alleged that the post of class IV employee fell vacant in the year 2003 but instead of giving him the regular appointment an employee namely Sh. Vijay Kumar was appointed and on his transfer one Sh. Tulsi was appointed violating the provisions of section 25-H of the Industrial Disputes Act, thus, he has prayed that termination of his service be declared illegal and to reinstate his services with all the consequential benefits and back wages.

3. The opposite party Punjab Nation Bank (hereinafter referred to as bank) submitting the written statement submitting that the applicant was never appointed by the bank. There was no master servant relationship between them, therefore, cannot be termed as a workman within the definition of section 2-K of the Industrial Disputes Act. It is further submitted that he worked as part time Safai karmchari in the bank from 1.2.2001 to 31.7.2001 and that the Apex and High Courts in number of decisions has held that a workman who has been engaged dehors the recruitment rules of the procedure will not be entitled for regularisation of service, absorption or compensation on the basis of their past temporary engagements. As the applicant admitted by him worked as a part time safai karmchari from 1.2.2001 to 31.7.2001, therefore, has no locus standi to seek any relief. The reference is barred by delay and laches. Applicant has not worked for 240 days, therefore, his discontinuance of service cannot be called as retrenchment under section 25-F of the Industrial Disputes Act.

4. He was a part time safai karmchari who used to work two hours a day. He himself left the engagement and suggested his brother Sh. Radhkishan to work in his place and Sh. Radhkishan was engaged on his tacit consent.

5. It is further submitted that he himself left the so called part time service voluntarily and his own brother was engaged on his request in his place and no junior person was engaged thereafter, therefore, no violation of section 25-G and H of the Industrial Disputes Act. Thus, the reference has no force and liable to be disposed of against the applicant workman.

6. On the basis of pleadings following issues are to be addressed by the Tribunal :-

A. Whether the claim of Sh. Manoj Kumar Dayia was engaged as a part time safai karmchari by the Punjab National Bank for the period 1.2.2001 to 31.7.2001?

B. Whether his services were terminated illegally by the bank ?

C. To what relief, if any, the applicant is entitled ?

7. **Issues no. A, B and C :-** All the issues are interrelated and liable to be decided together.

8. The applicant workman Sh. Manoj Kumar Dayia submitted his affidavit reiterating the averments made in the statement of claim but in his cross examination admitted that his name was entered into the bank's record as safai karmchari on 1.2.2001 though he was working since 20.12.2000. He has no documents to prove such claim. He has admitted that he was a safai karmchari. He has also admitted that after his retrenchment his younger brother Sh. Radhkishan was engaged on 1.8.2001. He has also admitted that he was paid wages from 1.2.2001 to 31.7.2001. He has no documentary evidence that after his retrenchment Sh. Vijay Kumar and Sh. Tulsi were appointed.

9. The opposite party bank submitted the affidavit of the Senior Manager Sh. Kali Prasad Sharma reiterating that the applicant was engaged as part time safai karmchari from 1.2.2001 to 31.7.2001. No person named Sh. Vijay Kumar and Sh. Tulsi appointed or worked as regular employee after leaving of service by the applicant.

10. He has reiterated all the averments made in the written statement has not said anything contrary in his cross examination.

11. The bank has also submitted the documents vide list dated 27.9.2011 showing that he passed Vth standard and was paid wages from the period of engagements.

12. I heard the arguments of learned counsel of both the parties and considered the evidence on record.

13. The applicant has challenged his termination on the basis of the violation of provisions of section 25-F,G and H of the Industrial Disputes Act. The section 25-F of the Industrial Disputes Act provides that a person who has worked for more than a year shall be retrenched only if he has given one month's notice in writing or notice pay for the period of notice. This is noteworthy that the applicant has himself has admitted that he did not work for a year and has also not worked for 240 days, therefore, the applicant being a part time safai karmchari derives no right under section 25-F of the Industrial Disputes Act.

14. He has also raised that his retrenchment violated the provisions of section 25-G and H of the Industrial Disputes Act which has no force because he was not appointed as per the recruitment rules. Secondly, the evidence reveals that as he was not having the eligibility to be appointed as a safai karmchari which requires the qualification of IVth standard while he was having the qualification of Vth standard and his younger brother Sh. Radhakishan having the required eligibility qualification was being appointed after his tacit consent. He questioned that he did not give the tacit consent, is not believable because he left the service on 31.7.2001 and raised the dispute in the year 2006 and did not question the appointment of Sh.Radhakishan in the year 2001 or thereafter which clearly establishes that he gave tacit consent in the appointment of his brother in his place. Thus, the reference is barred by the principle of estoppels.

15. The applicant's counsel referred Director, Doordarshan Kendra v/s Central Industrial Tribunal, 2005 W.L.C. 737 Raj, wherein it has been held that the workman served only for 95 days but his juniors were retained, therefore, his termination was violative of section 25-F,G and H of the Industrial Disputes Act. This law does not applicable in this case because the evidence reveals that he left the engagement as part time safai karmchari out of his own will. He has also referred Satyapal Chandroday v/s R.B.I., 2001(4) W.L.C. 707 Raj., wherein it has been held that higher education will not be a bar for engagement where the eligibility is lower. This case law is also not applicable in the matter because evidence reveals that he left the service out of his own will and did not challenged the employment of his younger brother Sh. Radhakishan for five years. It is also noteworthy that the applicant has challenged the employment of Sh. Vijay Kumar and Sh. Tulsi, though appointed as per recruitment rules, but has not challenged the appointment of his own younger brother Sh. Radhakishan who was appointed immediate thereafter of his retrenchment.

16. He has also relied on the State of Rajasthan v/s Rajesh Kumar Vohra, 2003 W.L.C. 727 Raj., wherein it has been held that appointment of junior person is also violative of section 25-F of the Industrial Disputes Act. This law has also no applicability in the matter.

17. In the light of aforesaid discussion, the applicant workman has failed to prove his case miserably hence, the issue number A is decided in affirmative and B is decided in negative against the applicant, therefore, no relief can be granted on the basis of issue number C.

18. Thus, the reference has no force and decided in the light of aforesaid discussion against the applicant. Award is passed accordingly.

19. Award as above.

20. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D. Act.

PRAMOD KUMAR CHATURVEDI, Presiding Officer

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